

## AUTHORIZATION TO PROCEED (Phase I - Pilot Project)

PROJECT NAME: Huntington County GIS

In accordance with Paragraph 3 of the Professional Services Agreement between Owner and Schneider, dated: 9-3-98, Schneider is hereby authorized to proceed on the following phases of the project:

### A:) Establishment of the GIS Task Force

The GIS Implementation will begin with the establishment of a new Geographic Information System ("GIS") Task Force. The Task Force will be filled by personnel from Huntington County government along with other entities Huntington County would like to see represented.

Once Schneider and Owner establishes the GIS Task Force, Schneider will hold a Project Kick-Off meeting. This meeting will give the Task Force the background and education needed to understand the goals and objectives of the project. At this meeting, Schneider will plan future meetings and agendas. Once the new GIS Task Force has been established Schneider will act as the facilitator for these meetings.

### B:) Support the county with hiring a GIS Tech. / I.S. support person with final interviews and recommendations.

### C:) Software

- Set up demonstrations
- Facilitator of software evaluation
- Facilitator of the selection of GIS software

### D:) GIS pilot study

Schneider will complete the Pilot Project by progressing through the steps depicted in the GIS Project flowchart found in *Report "F"* of the *Needs Assessment* without the digital orthos. The process is designed in such a way that virtually all steps in the Pilot Project will be repeated to complete Phase 2, County-wide Production. The pilot area will be defined by the GIS Task Force and should cover approximately four square miles. The pilot project will incorporate the approximate ten core layers as defined in the *GIS Needs Assessment*.

Subject to funding and approval by the Huntington County Council and the Indiana State Board of Tax Commissioners.

Cost: Fixed Fee - \$50,000

### OWNER

By:

Print::

Title:

Date:

*Richard Brubaker*  
*Richard Brubaker*  
*Pres co commissioner*  
*9-21-98*

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Schneider"), an Indiana Corporation, and Huntington County, ("Owner"), a County Government on September 3, 1998.

**SCHNEIDER**  
The Schneider Corporation  
3020 North Post Road  
Indianapolis, Indiana 46226  
(317) 898-8282

**OWNER**  
Huntington County  
201 N. Jefferson Street  
Huntington, In. 46750

Owner intends to contract for **GIS PROFESSIONAL SERVICES** ("Project").

Project Name: **Huntington County GIS**

Common Location: **Huntington County, Indiana**

Sec/Twp/Rg:

County: **Huntington County**

### AGREEMENT

For and in consideration of the mutual promises contained in this Agreement, Schneider and Owner agree as follows:

1. **Scope of Services.** Schneider shall provide Owner with professional services in connection with the Project as described in Scope of Services (Attachment A). Schneider shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.
2. **Schedule of Services.** Schneider shall start and complete work as set forth in the Scope of Services. Schneider shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Schneider's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Owner shall give Schneider authorizations to proceed prior to Schneider commencing work. Authorizations may be in writing, or may be verbal, with subsequent confirmation in writing.
4. **Owner's Responsibilities:** Owner shall do the following in a timely manner so as not to delay the services of Schneider: (1) Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project. Schneider may rely fully on information and instructions provided by Owner's representative. Hereinafter, all references in this Agreement to "Owner" mean Owner or Owner's Representative. (2) Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all data needed to create the Pilot Project. (3) Assist Schneider by placing at Schneider's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which Schneider may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Schneider whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Schneider's services, or any defect or nonconformance in the work of any contractor.
5. **Payment for Services.** Owner shall compensate Schneider for services rendered according to Schedule of Fees (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion. Subject to approval of Huntington County Council and the Indiana State Board of Tax Commissioners.
6. **Payment Terms.** Owner agrees to pay all fees within 60 days of the date of the invoice.

7. **Invoicing.** Detailed billings will be provided on a monthly basis.  
A. **Fixed Fee** - The invoices will be based on Schneider's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases.
8. **Term and Termination.** Schneider's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If payment is not received within 60 days of the date of invoice, Schneider reserves the right, after giving seven days notice to Owner, to suspend services to the Owner or to terminate this Agreement. Schneider shall not be liable to Owner or any third parties for any damages caused by the suspension or termination of work for non-payment. Should Schneider and Owner be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Paragraph No. 8, Schneider shall have the right to terminate this Agreement upon seven days written notice to Owner. Owner may terminate this Agreement for any reason or without cause upon thirty days written notice to Schneider. If any work covered by this Agreement is suspended, terminated or abandoned, the Owner shall compensate Schneider for services rendered to the date of written notification of such suspension, termination or abandonment.
9. **Cost Estimates.** Schneider has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Schneider's opinions of probable total Project costs are made on the basis of Schneider's experience and qualifications and represent Schneider's best judgment as an experienced and qualified professional, familiar with the GIS industry. Schneider cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable costs prepared by Schneider.
10. **Assignment.** Neither Schneider or Owner shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Schneider from employing independent professional associates and consultants to assist in the performance of the services hereunder, upon prior approval by Owner.
11. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Schneider, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Schneider and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Schneider in conjunction with the services provided for under this Agreement shall remain the sole property of Huntington County.
12. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
13. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

This Agreement, consisting of six pages, constitute the entire Agreement between Owner and Schneider and supersede all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

**OWNER**

By: Richard Brubaker  
Print: Richard Brubaker  
Title: Pres Co Commissioner  
Date: 9-21-98

**Schneider**  
The Schneider Corporation

By: [Signature]  
Print: ANDREW HARRISON  
Title: GIS Project Manager  
Date: 9/4/98

## **ATTACHMENT A SCOPE OF SERVICES**

**PROJECT NAME: Huntington County GIS**

Schneider shall provide Owner with professional and related services in connection with the Project as described below:

Schneider agrees to perform for Owner the following:

- 1.) Provide Owner with GIS Consulting**
- 2.) Consult with Owner upon request.**
- 3.) Consult with any and all county governmental agencies reasonably necessary in order to render advice or services requested by Owner.**
- 4.) Provide Owner with Geographic Information Services including, but not limited to consulting, conversion, aerial photography, GPS and survey control, programming and training.**
- 5.) Phases of this project will develop over time. Each phase will receive a written notice for Authorization to Proceed. Notices will need to be signed by the Owner's representative before work will begin.**

**Owner shall provide to Schneider the following:**

- Access to the necessary existing County data required to support the Geographic Information System, such as but not limited to copies of deeds, tax maps, plats, digital files, and existing control.
- The information from the Manatron System in a flat file format.
- Coordination and cooperation in scheduling and conducting meetings and training with community personnel.
- An office or room suitable for conducting meetings with the Task Force.

## DESIGNATION OF OWNER'S REPRESENTATIVE

PROJECT NAME: Huntington County GIS

In accordance with Paragraph 4(1) of Schneider's Services Agreement between Owner and Schneider, dated and respectively, Owner hereby designates **Huntington County Commissioners**, to act as Owner's representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Schneider's services for the Project unless or except as outlined below.

  ✓   No Exceptions

       Exceptions (List below)

### OWNER

By: Richard Brubaker  
Print: Richard Brubaker  
Title: Pro co-Commissioner  
Date: 9-21-98